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# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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## REQUEST FOR PROPOSALS

Service Awards  
RFP 6-050405

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**LIST OF ACRONYMS**

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

## INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). **One (1) original and five (5) copies of each proposal** must be mailed in a sealed envelope to Ms. Erin Moritz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri. Proposals must be returned in a clearly marked sealed packaged indicating RFP 6-050405 (Service Awards), to the offices of General Services no later than **10:00 a.m., CST, April 5, 2005**.

**NOTE:** The Offeror must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Offeror will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT).

MHTC reserves the right to reject any and all proposals for any reason whatsoever.  
**NOTE: THE OFFEROR MUST SIGN AND RETURN THIS PAGE WITH THE PROPOSAL.**

## PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICING PAGE** in accordance with the terms of this RFP.
  
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

## ACCEPTANCE

This proposal is accepted by MHTC.

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

**SECTION (1):  
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Service Awards to MHTC and the Missouri Department of Transportation (MoDOT).
- (B) **Background:** MoDOT operates under a decentralized organization with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member bi-partisan Commission appointed by the Governor. The Central Office provides staff assistance and functional control for the various departmental tasks in ten (10) geographical districts. Each district contains approximately ten percent (10%) of the total road mileage in the state highway system.

MoDOT employs approximately 6,300 full-time employees. About eighty percent (80%) of those employees work in the ten (10) districts with the remainder working in the various functional units of the General Headquarters. Approximately 1,300 of these employees are supervisors.

Service awards at MoDOT are presented to employees beginning at five years of service and thereafter in increments of 5 years up to 50 years of service. The awards are only given to benefit-eligible (75% - 100% FTE) employees. Awards are based on continuous years of service.

- (C) **Estimated Projection:** Below indicates years of service categories, dollar amount spent in each category and number of employees per category.

Years of Service Category	Dollar Amount per Category	Number of Employees per Category
5	\$10	541
10	\$20	265
15	\$30	182
20	\$50	266
25	\$75	37
30	\$100	43
35	\$125	25
40	\$150	4
45	\$200	0

- (D) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (E) **Contract Period:** May 2, 2005 through December 31, 2005 with renewals occurring on January 1 of each consecutive year.
- (F) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for four (4) one-year

periods, or a portion thereof. In the event that MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree that the prices stated in the original contract shall not be increased in excess of the maximum percentage of increases, if any, stated on the pricing page of the contract. Any percentages of increase shall be computed against the original contract price for each extension period. If the pricing page does not include such percentages or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. The MHTC does not automatically exercise its options based upon the maximum percentage of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's extension percentages, if any.

**(G) Non-Mandatory Pre-Proposal Conference:** A non-mandatory pre-proposal conference regarding this Request for Proposal will be held on March 16, 2005 at 1:00 pm, CST, at 830 MoDOT Drive, Jefferson City, Mo. All potential Offerors are encouraged to attend this conference. Attendance is not required in order to submit a response, however, Offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP, since it will be used as the agenda for the pre-proposal conference.

**(H) RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm, Central Standard Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

<b>Event</b>	<b>Date</b>	<b>Time</b>
MoDOT Issues RFP	March 4, 2005	4:00 pm
Non-Mandatory Pre-Proposal Conference	March 16, 2005	10:00 am
Deadline for Written Comments	March 22, 2005	2:00 pm
Deadline for MoDOT's Issuing Responses to Written Comments	March 24, 2005	4:00 pm
Deadline for Submitting a Proposal	April 5, 2005	10:00 am
Recommendation of Award - Contract Award	April 15, 2005	4:00 pm
Contract Effective Date	May 2, 2005	7:30 am
All Orders to be Placed by MoDOT	June 30, 2005	4:00 pm
All Orders Received by MoDOT	August 31, 2005	4:00 pm

**SECTION (2):  
SCOPE OF WORK**

**(A) Specific Requirements:** In order to be considered responsive, the Offeror must be able to meet the following specific requirements.

- (1) All orders will be placed once a year with the Contractor by June 30<sup>th</sup> of each year, with orders received by MoDOT (830 MoDOT Drive, Jefferson City, MO 65109) no later than August 31<sup>st</sup> of the same year. If the Contractor can not provide an item for delivery by August 31<sup>st</sup> of the same year, MoDOT will deduct 2% from the final payment for each unavailable item.
- (2) If an item becomes unavailable, substitutions shall be of equal or greater value, and must be pre-approved by MoDOT.
- (3) Specified items must have a physical description and photo available for posting on MoDOT's website.
- (4) Each item must include a one (1) year replacement warranty beginning from receipt by MoDOT. The replacement warranty states if an item breaks within the first year of receipt MoDOT, the Contractor, must replace, fix, or repair the item to good working order as long as the product is considered defective merchandise and not self inflicted damage from the individual recipient. Replacement or repairing an item should be completed within thirty (30) days of the item being returned to the company. The Contractor will pay all charges (including shipping, handling, etc.) associated with replacing or repairing the damaged, or broken item.
- (5) Items must be neatly packaged with similar items grouped together, clean upon delivery and not damaged (free from scratches, cracks, etc.) Additionally, all shipments must contain an itemized shipping manifest.
- (6) The Contractor must be able to accept an electronic file of orders placed by MoDOT.
- (7) The total price for this Request for Proposal must include shipping, handling, set up expenses, miscellaneous expenses, etc. (See the Pricing Page for more information.)
- (8) The Contractor must supply one (1) detailed billing invoice to MoDOT within thirty (30) days from receipt of all items received. On the invoice, there must not be any shipping, handling, set up charges, taxes, etc. Only one (1) invoice should be submitted for payment which describes the item(s), size(s), quantities, price(s) and extended prices for final payment.
- (9) When MoDOT makes a request, the Contractor must issue a response to MoDOT within twenty four (24) hours of the request being made. In addition, should identify a contact person within this Request for Proposal.

(10) Minimum specifications are listed below regarding physical descriptions which must be met in order for the Request for Proposal to be considered responsive.

(B) **Service Awards:** The Offeror must provide MoDOT with the four (4) specified choices in each year of service category, two of which will be apparel in each category, excluding the thirty (30) years and above category.

(C) **Years of Service Categories:** Below represents the year of service with the respective amount to be spent per category.

- 5 Years = \$10 Category
- 10 Years = \$20 Category
- 15 Years = \$30 Category
- 20 Years = \$50 Category
- 25 Years = \$75 Category
- 30 Years = \$100 Category
- 35 Years = \$125 Category
- 40 Years = \$150 Category

The Offeror must supply MoDOT with the four (4) specified items per service category listed in this Request for Proposal. Above and beyond the four (4) specified items in each category, the Offeror, does have the option to suggest extra items for various categories, but the specified items per category is utilized in the evaluation criteria. If the Offeror has additional suggestions for items, selection of items should target both professional (office) and field (maintenance) personnel. Thus, in order to be considered responsive for this Request for Proposal, you must price the four (4) specified items.

(D) **Specified Items per Category:** Below represents the four (4) items per category which must be considered in this Request for Proposal. ALL ITEMS MUST HAVE AFFIXED THE MODOT LOGO BY EMBOSsing, EMBROIDERY, SCREENED, OR STAMPED AND MUST BE KHAKI OR NAVY BLUE IN COLOR, EXCLUDING JEWELRY. (Logo color will depend upon color of each item.)

(1) **5 Year Service Category:**

- **T-Shirt** – 5.8 oz. Short sleeve combed cotton jersey with MoDOT logo embroidered on the top left of the front side of the shirt. The t-shirt must include a smooth covered neck seam with reinforced shoulders, full cut, pre-washed for instant comfort and shrink resistant. The t-shirt must be navy in color with sizes ranging from S – 3XL.
- **Travel Mug** – 16 oz. Stainless steel mug with splash proof, thumb slide spill-proof lid, insulated handle, double wall insulated and non-skid rubber bottom. Keeps liquids hot or cold. Approximate size is 3 ½ dia. X 6 ¼ h (excluding handle.)

- **Weather Washed Cap** – Constructed brushed canvas two-tone cap. Buckram front, six (6) panel, sewn eyelets, cloth covered button, 3 ¼ inch crown. Washed and distressed. MoDOT embroidered logo.
- **Igloo Cooler** – Lid reverses from flat surface to tray and cup holder. Contoured lid makes opening easy. Easy – clean stain and odor resistant liner. Approximate size is 11.75” L x 8.5”W x 9.75”H with the capacity to hold eight (8) quarts (7L.)

(2) **10 Year Service Category:**

- **Denim Shirt** – Long or short sleeve denim shirt, button-down collar. Strong ring-spun cotton that’s nicely faded, but not worn-yarn-dyed color retains its current look., 100% cotton fabric in a hearty seven (7.0) oz. weight with wood tone buttons. Straight collar, roomy back box pleat and long sleeves having adjustable cuffs. MoDOT logo must be embroidered.
- **Sweatshirt** – First class crew construction includes durable topstitched seams for strength with low-bulk, resilient rib-knit collar, cuffs and bottom that refuse to bag, and classic diamond stitch detailing at the throat. Knit extra thick for more plush comfort, garment washed to minimize shrinkage, stretch-resistant reinforced shoulder seams. 71% cotton and 29% polyester. Machine washable. Embroidered MoDOT logo.
- **Golf Umbrella** – Windproof frame, sixty two (62) inch arc, fiberglass shaft and EVA rubber handle. Manual open double canopy golf umbrella with easy grip rubber handle and extra strength fiberglass frame. Spring loaded tin cup locks ribs into place and includes a matching protective sleeve. MoDOT logo Imprinted.
- **Padfolio** – Zippered polyester portfolio with simulated leather trim which holds a writing pad plus cards, disks, tickets and notes in a multi pocketed organizer. Large inside expandable compartment, side pocket, eight (8) card slots and CD holder, writing pad and pen loop. Approximate size of padfolio is 10.25” in length by 13.75” in height. MoDOT logo is hot stamped.

(3) **15 Year Service Category:**

- **Mag Lite D Cell Flashlight** – 4D cell mag lite flashlight approximately 14 ¼” x 2 ¼” x 1 5/8”, weighing about 1.38 lbs. Spare bulb must be provided in the tail cap and flood to spot focusing beam. Screened with MoDOT logo.
- **Watch** – Day and date window with luminous hands and markers. The overall style should be sporty. Analog type with battery power source. Band or strap should utilize a buckle as the closure method and be water resistant to the depth of 165 feet.
- **Golf Shirt** – Airy 100% cotton pique, taped neck and shoulder seams with curl resistant rib collar. Tennis tails with side vents, long sleeves and machine washable. MoDOT logo is embroidered. Sizes S – 4XL.

- **Hooded Sweatshirt** – Hooded sweatshirt features 80% cotton and 20% polyester sweatshirt with heavyweight soft fleece. Handy hood has adjustable drawcord, front kangaroo pocket warms cold hands, garment washed for shrink resistance. Embroidered MoDOT logo. Sizes S – 3 XL.

(4) **20 Year Service Category:**

- **Golf Jacket** – Two snap-closure welt pockets, zip front, knit cuffs and waistband for a great fit. Large inner zip pocket, plus a small pocket to hold a pen or pencil. High count 100% cotton poplin lining, machine washable. Embroidered MoDOT logo. Sizes S – 3XL.
- **Fleece Jacket** – Wicks moisture away from body with the power of Coolmax, fabric has superior Lycra stretch for ease and comfort. Heavyweight ThermaCheck-200 fleece which is constructed with T400 for superior warmth. Wind resistant, zip front, drawcord hem, zip pockets, dri-off finish allows water to bead up and roll off. Embroidered MoDOT logo. Sizes S – 2XL.
- **Sport Duffel Bag** – Rugges 1,000 denier Cordura nylon, zippered lid has mesh pocket on revers side. Durable web handles. Extra large in size, approximately 35”W x 18” H x 16”D.
- **Necklace** – 14K white or yellow gold, .80 mm wide, 4 side snake chain in 20” length.

(5) **25 Year Service Category:**

- **Canvas Jacket with Hood** – 12 ounce, 100% ring spun cotton duck is water repellant and has 100% polyester thermal lining for warmth. An attached hood and front hand warmer pockets provide extra protection against the elements. Zipper fron. Roomy, work fit enhances range and motion. Machine washable. Embroidered MoDOT logo.
- **Bracelet with MoDOT Charm** – 14K yellow or white gold bracelet, 4.1 mm wide, polished herringbone chain, 8” in length. Charm should be 14K yellow or white gold. Stamped or engraved MoDOT logo.
- **Wind Suit** – Climate controlled designed to keep you dry and comfortable. Zippered side seam pockets on jacket, open side seam pocket on pants. Pants feature elastic drawcord waist and 1” zips at cuffs. 100% polyester. Sizes S – 3XL. Embroidered MoDOT logo.
- **Fishing Pole** – Reel features 8 bearing system, quick change aluminum spool, instant anti reverse, aluminum handle. Rod features 45 million modulus graphite blank, 3K Carbon Cloth wrap, Grip – Tite reel seat. MoDOT logo is stamped.

(6) **30 Year Service Category:**

- **Pulsar Watch** – Watch available in men’s and women’s styles. Powered by a quartz Pulsar movement that features day and date

display. Men's watch features titanium, screwdown caseback and is water resistant up to 100 meters. Women's watch features 24 Swarovski Crystals and is water resistant up to 30 meters. MoDOT logo is screened on the face of the watch and is silver in color.

- **19" Color Television** – 19 inch flat screen color television with front A/V jacks and remote control. MoDOT logo hot stamped.
- **Camo Carhardt Bib Overalls** – 12 ounce, firm hand, 100% ring spun cotton duck with piled yarns, water repellent, 100% nylon quilted to polyester arctic weight lining. High back with elastic suspenders, large bib pocket with snaps and traditional watch pocket. Two quarter top pockets at waist and coin pocket in right front, reinforced back pockets. Right leg has tool pocket, left leg has hammer loop and ruler pocket, leg zippers open to knee with protective wind flap, triple stitched main seams, metal rivets at vital stress points, double knees with cleanout bottom. MoDOT logo embroidered.
- **All Weather Radio** – Heavy duty radio has an impact resistant shell that can withstand an 8 foot drop to concrete. Digital tuning with 20 station presets, weather resistant speakers and works with 12V, 14.4V or 18V rechargeable batteries. Includes a detachable storage bag to hold your cell phone, keys, portable CD player or MP3 player. MoDOT logo hot stamped.

(7) **35 Year Service Category:**

- **Camping Outfit** – 10' x 13' tent which comfortably sleeps up to five with four 2 lb. Sleeping bags, four cooler cups, a 12 can cooler, two folding quad chairs and an expandable carry bag. MoDOT logo is hot stamped.
- **Digital Camera** – 2 MP resolution, 4x digital zoom with built in optical viewfinder, single image burst movie recording mode. Aperture F/2.8, range of focus normal 24" to infinity, macro 14" to 24", video resolution 320 x 240 x 640 x 480. White balance is automatic, flash modes are automatic and off, self timer is a 10 second delay. System requirements Win 98/98SE/ME/2000/XP or MACOs9.2, 64 MB RAM, 80 MB hard disk space, USB port, and CD ROM drive. Software and driver included for PC only. Approximate dimensions are 3.9"W x 2.7"H x 1.4"D. MoDOT logo hot stamped.
- **MoDOT Diamond Pendant** – 18" box chain in white or yellow gold. Diamond pendant is 1/5 carat total weight and round in space which is near colorless (I) and I2 clarity. MoDOT logo is engraved.
- **Seiko Watch** – Dress watch comes in men's and women's styles which is packaged in a hinged gift box. Water resistant up to 100 meters with quartz movement. Luminous hands and hour markers. MoDOT logo is screened on the face of the watch and is silver in color.

**(8) 40 Year Service Category:**

- **Luggage Set** – 6 piece set includes expandable upright (20 x 9 x 29”H), expandable upright (18 x 8 x 25”H), expandable upright (14 x 7 ½ x 22”H), Duffel bag (12 x 11 x 21”H), tote (10 x 5 ½ x 15”H) and travel kit (8 x 3 ½ x 9”H). Embroidered MoDOT logo.
- **Fish Finder** – With an 800 foot depth capability, and a 12 level high contrast grayscale viewfinder, this single beam fish finder makes catching the fish so easy. One touch zoom view and fully adjustable backlight for night fishing. Hot stamped MoDOT logo.
- **Mantel Clock** – Pendulum clock plays one of five popular song melodies at the hour count. The traditional styling in a handsome wood grained laminate finish fits perfectly in any setting. Clear glass crystal front panel protects the framed ivory dial with black hands, Arabic numeral hour markers and a rotating pendulum base. Precise quartz movement for time keeping accuracy. Clock is approximately nine inches wide, 11 ¾ inches high, 4 1/8 inches deep and comes with two required AA size batteries and three C batteries. Engraved MoDOT brass plate.
- **Golf Package** – Set of power cavity back polished Titanium reinforced irons with oversized heads (3 – 4 – 5 – 6 – 7 – 8 – 9 – SW – PW) plus oversized Titanium fusion woods (driver is 450cc with 10 degree loft) (1 – 3 – 5 woods = men; 1 – 3 – 5 – 7 woods = women.) Heel and toe putter for extra feel and free headcovers for the woods. Deluxe golf bag has 6 way top, 3 full length dividers, 6 exterior stuff pockets, towel ring, umbrella holder, bottom assist handle, matching zippered rain/travel hood. Woods and irons have ultra-light, tip strong graphite shafts to generate additional club head speed for increased distance. All clubs come with soft velvet grips. Men’s and women’s styles, right or left handed.

**(E) Payment and Invoicing Requirements:**

- (1) The Contractor must submit one itemized invoice, to the address stated below, for providing service awards in accordance with the provisions and requirements stated elsewhere herein. The Contractor must include the firm, fixed price per item with sizes, quantities, prices and one extended price. No shipping, handling, taxes, set up fees, miscellaneous expenses, etc. are to be included on the invoice. The invoice should state item price only.

**Missouri Department of Transportation  
P.O. Box 270, 830 MoDOT Drive  
Attn: Support Services  
Jefferson City, MO 65102-0270**

- (2) Payment: The Contractor shall be paid the firm, fixed price per item specified on the Pricing Page of this RFP for service awards actually provided, subject to any damages that may be charged to the Contractor, per the damage requirements stated elsewhere herein. If items are not available

by August 31<sup>st</sup> of the same year, the Contractor will have two (2%) percent deducted from their final payment for each late item.

- (F) **Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the commodities provided pursuant to this RFP.

### **SECTION (3): AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different Offeror.

- (A) **MHTC's Representative:** MoDOT's Dave Dewitt is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Director of Administrative Services. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the General Services' Unit throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: thereto, the Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions and the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

**(G) Participation by Minorities and Women Encouraged:**

No contracting quotas or “set-asides” apply to this contract. However, each firm is encouraged to use race and gender neutral methods to encourage more interest and potential participation in this contract work by minorities and women, both as employees of the contracting firm, and as the owners of firms that are sub-contractors or suppliers to the selected Contractor. Each Offeror may be required to specify in its proposal the firms’s anticipated employment of minority and women employees as a percentage of its overall employee population. The Offeror may provide other information on its employment of women and minorities as well, relating to this particular contact work. And further, each Offeror is required to specify in its proposal those minority-owned and women-owned firms that the Offeror intends to use as sub-contactors or supplies in the performance of this contract work, and the approximate percentage (by dollar value) of the total contract work that these minority-owned and women-owned firms will receive, if the Offeror is awarded this contract. This data may be used by MoDOT to evaluate the proposals and determine the ranking of each Offeror.

**(H) Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

**(I) Cancellation:** MHTC may cancel the Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.

**(J) Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.

**(K) Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC’s representative and information supplied by MHTC’s representative shall remain the property of MHTC.

**(L) Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC’s representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC’s representative. The Offeror shall notify MHTC immediately of any request for such information.

**(M) Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or

resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- (N) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (O) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
  2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (P) **Indemnification:** The Offeror shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Offeror's performance under this Agreement, the Offeror assumes the obligation to save harmless MHTC, including its agents, employees and assigns, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Offeror also agrees to hold harmless MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subContractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.
- (Q) **Compliance with General Conditions:** The Offeror shall comply with all provisions of the Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions which are attached to this RFP.

**SECTION (4):  
PROPOSAL SUBMISSION INFORMATION**

**(A) SUBMISSION OF PROPOSALS**

- 1. Pricing and Signature:** Respondents **must** use forms provided by the Agency. If additional space is necessary, respondents should attach additional sheets referencing the appropriate response page. Proposals should be priced, signed and returned (with necessary attachments) to Ms. Erin Moritz as provided in this RFP. Specifically, **any** form containing a signature line in this RFP and any amendments, pricing pages, etc., **must** be manually signed and returned as part of the proposal.
- 2. Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
- 3. Public Inspection:** The Offeror is hereby advised all proposals and the information contained in or related thereto shall be open to public inspection after full award and contract execution and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. All information pertaining to this request and resulting responses will not be available for review until a final contractual agreement is reached with the lowest and best responses received. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
- 4. Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Erin Moritz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-8194.

**(B) REQUIRED ELEMENTS OF PROPOSAL**

- 1. Cost, Fees and Expenses.** The objective evaluation of cost shall be conducted based upon a total amount cost. For evaluation purposes only, the total cost will be computed adding all of the items together.
  - a. Utilizing the total cost determined from above, cost points shall be determined using a scale of 30 possible points and the following formula:
$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \quad X \quad 30 \quad = \quad \text{Cost score points}$$
  - b. The Offeror shall agree and understand the evaluation of cost shall include the original contract period and all potential renewal periods.

- c. The Offeror shall agree and understand the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. MoDOT makes no guarantee regarding the accuracy of the quantities stated, nor does MoDOT intend to imply the figures used for the cost evaluation in any way reflect actual, nor anticipated usage.

**2. Sample Comparison Review.** The Offeror must provide five (5) samples of products with submission of this Request for Proposal. The samples to be provided must be:

- T-Shirt (5 Year Service Category, \$10)
- Denim Shirt (10 Year Service Category, \$20)
- Watch (15 Year Service Category, \$30)
- Golf Jacket (20 Year Service Category, \$50)
- Necklace (20 Year Service Category, \$50)

Additionally, each Offeror must provide a brochure specific to MoDOT containing a photo, color selection and physical description of each specified item meeting minimum specifications herein this Request for Proposal. (Only submit photos and descriptions for our specific items, do not submit your company catalog.) In this section, if the Offeror's company has additional gift suggestions, please include them. Moreover, if there are color selections per item, please specify options here. All products submitted by the Offeror must meet our minimum qualifications in order to be considered responsive for this proposal.

**2. Experience.** The Offeror must provide, on Exhibit A (page 20), the following information related to previous and current services/contracts performed by the Offeror's organization during the past three (3) years and any proposed subcontractors similar to the requirements of this RFP. (You must include three (3) companies for reference check purposes, so please make necessary copies for completing three (3) references.)

- Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- Dates of the service/contract; and
- A brief, written description of the specific prior services performed and requirements thereof.

**3. Resolutions.** The Offeror must provide, on Exhibit B (page 21), a description of resolutions they have encountered while doing business in the last three (3) years. This exhibit should include information on the Offeror's ability to handle late orders, returns and replacements for damaged items. (You must include two

(2) companies for reference check purposes, so please make necessary copies for completing two (2) references.)

4. **References.** The Offeror will have reference checks performed by utilizing information given in Exhibit A and Exhibit B.
5. **Renewal Percentage.** The Offeror will be evaluated on the renewal percentage for each renewal period.

**(C) EVALUATION CRITERIA AND PROCESS**

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

A.	Cost, Fees and Expenses	30 pts. Maximum
B.	Sample Comparison Review	20 pts. Maximum
C.	Experience of Offeror	20 pts. Maximum
D.	Resolutions	10 pts. Maximum
E.	Recommendations from References;	10 pts. Maximum
F.	Renewal Percentage	10 pts. Maximum

2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

**(D) PRICING**

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Pricing Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):  
PRICING PAGE**

**(A) Service Awards**

The Offeror shall provide a firm, fixed price per item requested in the table below, for the original contract period and a maximum price per item, for each potential renewal period for providing all service awards in accordance with the provisions and requirements specified herein.

**(1) *5 Year Service Category:***

Item #	Description	Original Contract Period
001	T-Shirt	\$ _____
002	Travel Mug	\$ _____
003	Cap	\$ _____
004	Igloo Cooler	\$ _____

TOTAL = \_\_\_\_\_

**(2) *10 Year Service Category:***

Item #	Description	Original Contract Period
005	Denim Shirt	\$ _____
006	Sweatshirt	\$ _____
007	Umbrella	\$ _____
008	Padfolio	\$ _____

TOTAL = \_\_\_\_\_

**(3) *15 Year Service Category:***

Item #	Description	Original Contract Period
009	Maglite D Cell	\$ _____
010	Watch	\$ _____
011	Polo Shirt	\$ _____
012	Hooded Sweatshirt	\$ _____

TOTAL = \_\_\_\_\_

**(4) 20 Year Service Category:**

Item #	Description	Original Contract Period
013	Golf Jacket	\$ _____
014	Fleece Jacket	\$ _____
015	Sport Duffel Bag	\$ _____
016	Necklace	\$ _____

TOTAL = \_\_\_\_\_

**(5) 25 Year Service Category:**

Item #	Description	Original Contract Period
017	Canvas Hooded Jacket	\$ _____
018	Charm Bracelet	\$ _____
019	Wind Suit	\$ _____
020	Fishing Pole	\$ _____

TOTAL = \_\_\_\_\_

**(6) 30 Year Service Category:**

Item #	Description	Original Contract Period
021	Pulsar Watch	\$ _____
022	19" Flat Screen t.v.	\$ _____
023	Camo Bib Overalls	\$ _____
024	All Weather Radio	\$ _____

TOTAL = \_\_\_\_\_



**EXHIBIT A**

**FIRM'S PRIOR EXPERIENCE**

*(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)*

**PRIOR SERVICES PERFORMED FOR:**

AGENCY NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: \_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

SUMMARY OF SERVICES PERFORMED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

**RESOLUTIONS OR FIRM'S PRIOR EXPERIENCE**

*(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)*

**PRIOR SERVICES PERFORMED FOR:**

AGENCY NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: \_\_\_\_\_

\_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

SUMMARY OF RESOLUTIONS *(include handling of late orders, returns, replacements, etc):*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

### FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

### FOR OTHERS:

State of domicile: \_\_\_\_\_

### FOR ALL VENDORS:

List address of Missouri offices or places of business:

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### THIS SECTION MUST BE COMPLETED AND SIGNED:

**FIRM NAME:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # -**  
**list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

\_\_\_\_\_

If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):

\_\_\_\_\_

The following specified goods or products must be treated as manufactured or produced in the United States, in

accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):

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#### **CERTIFICATION**

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

## STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

## GENERAL TERMS AND CONDITIONS

### General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of

Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

### Nondiscrimination

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions

- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.

1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
- ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document,

including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

**Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**

- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT

immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

#### Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

#### Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

#### Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

#### Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.